

No. _____

SERIES 5 - VIRAGE MASTER LP, § IN THE DISTRICT COURT OF
Plaintiff, §
VS. § HARRIS COUNTY, TEXAS
RAMSDELL LAW FIRM, LLC, and §
DANIEL T. RAMSDELL, §
Defendants. § _____ JUDICIAL DISTRICT

**PLAINTIFF'S ORIGINAL PETITION WITH REQUESTS
PURSUANT TO RULES 194, 196, 197, AND 198, TEX. R. CIV. P.**

A. PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, SERIES 5 - VIRAGE MASTER LP, Plaintiff in the above numbered cause and hereinafter referred to as "Plaintiff," complaining of RAMSDELL LAW FIRM, LLC, and DANIEL T. RAMSDELL, Defendants herein and hereinafter referred to as "Defendants," and for its causes of action and claims for relief would respectfully show the Court the following:

I.

DISCOVERY CONTROL PLAN

Discovery is intended to be conducted under Level 2 of Rule 190, TEX. R. CIV. P. Plaintiff affirmatively pleads, pursuant to Rule 47, Tex. R. Civ. P., that it seeks only monetary relief over \$1,000,000.00.

II.

PARTIES AND VENUE

2.01 Defendant RAMSDELL LAW FIRM, LLC (“Law Firm”) is a Missouri limited liability company and is therefore a “nonresident” within the meaning of § 17.041(2) of the Texas Civil Practice and Remedies Code. Although it is required by statute to designate or maintain a resident agent for service of process, Defendant RAMSDELL LAW FIRM, LLC, has not designated or maintained a resident agent for service of process. Under § 17.044(a)(1) of the Texas Civil Practice and Remedies Code, the Secretary of the State of Texas is an agent for service of process on a nonresident who is required by statute to designate or maintain a resident agent for service of process but has not designated or maintained a resident agent for service of process. Plaintiff would show that this proceeding arises out of the business done by Defendant RAMSDELL LAW FIRM, LLC, in this State (within the meaning of § 17.042 of the Texas Civil Practice and Remedies Code). Under § 17.045 of the Texas Civil Practice and Remedies Code, the Secretary of the State of Texas, after being served with duplicate copies of process, shall immediately mail a copy of the process to Defendant RAMSDELL LAW FIRM, LLC, ATTN: Daniel T. Ramsdell, 1304 W. Battlefield Road, Springfield, Missouri, 65807.

2.02 Defendant DANIEL T. RAMSDELL (“Ramsdell”) is a natural person who resides in Missouri. Ramsdell is therefore a “nonresident” within the meaning of § 17.041(1) of the Texas Civil Practice and Remedies Code. Accordingly, under § 17.044(b) of the Texas Civil Practice and Remedies Code, the Secretary of the State of Texas is an agent for service of process in that Ramsdell engages in business in the State of Texas but does not maintain a regular place of business in this State or a designated agent for service of process. Plaintiff would show that this proceeding arises out of the business done by Ramsdell in this State (within the meaning of § 17.042 of the

Texas Civil Practice and Remedies Code). Under § 17.045 of the Texas Civil Practice and Remedies Code, the Secretary of the State of Texas, after being served with duplicate copies of process, shall immediately mail a copy of the process to Ramsdell at his place of business, to-wit, 1304 W. Battlefield Road, Springfield, Missouri, 65807.

2.03 The amount in controversy is within the jurisdictional limits of this honorable Court.

2.04 Venue is proper in Harris County, Texas, pursuant to Chapter 15 of the Texas Civil Practice and Remedies Code. The transaction and relationship reflected in the Exhibits hereto were a “major transaction” within the meaning of § 15.020(a), Tex. Civ. Prac. & Rem. Code.

III.

FACTUAL BACKGROUND

3.01 On or about May 23, 2016, Defendant Law Firm executed and delivered to Plaintiff a Promissory Note in the original principal amount of \$1,000,000.00 (hereinafter referred to as the “Original Note”). At closing, and after deducting various fees, Plaintiff delivered net loan proceeds in the amount of \$975,000 to Defendant Law Firm.

3.02 On or about May 23, 2016, in conjunction with signing the Original Note, Defendant Law Firm executed a certain Loan Agreement (hereinafter, the “Original Loan Agreement”).

3.03 To induce Plaintiff to extend credit and to secure payment of the Original Note, Defendant Law Firm executed and delivered to Plaintiff a Security Agreement in which it granted Plaintiff a security interest in and to, *inter alia*, its accounts and general intangibles (including payment intangibles) and any other property constituting case proceeds (as defined in the Original Loan Agreement). A true and correct copy of the Security Agreement is attached hereto as Exhibit “C” and is incorporated herein by reference for all purposes as if set forth herein verbatim.

On or about May 26, 2016, to perfect its security interest, Plaintiff recorded a UCC-1 Financing Statement with the Office of the Secretary of the State of Missouri.

3.04 To further induce Plaintiff to extend credit and to secure payment of the Original Note, Defendant Ramsdell, in his individual capacity, unconditionally and irrevocably guaranteed payment of the Loan as that term is defined in the Original Loan Agreement. Defendant Ramsdell's assent to the guarantee is evidenced and expressed by his execution of the Original Loan Agreement as Guarantor. The Original Loan Agreement (Section 9) sets forth the various terms of the guarantee.

3.05 Under the express terms of the Original Loan Agreement (§ 2.4(b)), Defendant Law Firm agreed to make certain payments to Plaintiff if, as, and when Law Firm received "Case Proceeds" (as defined in the Original Loan Agreement) from any of the seven "Eligible Cases" identified in Schedule 1.1 of the Original Loan Agreement. Specifically, Defendant Law Firm agreed to pay Plaintiff, within 45 days of receiving any such Case Proceeds, an amount equal to at least 60% of the Case Proceeds.

3.06 Within a few months after executing the Original Note, Defendant requested an additional loan from Plaintiff. On or about October 26, 2016, Defendant Law Firm executed and delivered to Plaintiff a Promissory Note in the original principal amount of \$1,444,630.14 (hereinafter referred to as the "Note"). A true and correct copy of the Note is attached hereto as Exhibit "A" and is incorporated herein by reference for all purposes as if set forth herein verbatim.

3.07 On or about October 26, 2016, in conjunction with signing the Note, Defendant Law Firm executed a certain Amended and Restated Loan Agreement (hereinafter, the "Loan Agreement"). As set forth more fully in § 2.1 of the Loan Agreement, Plaintiff agreed to advance Defendant Law Firm an additional amount of \$350,000. At closing, and after deducting various fees,

Plaintiff delivered net new advance proceeds in the amount of \$341,250.00 to Defendant Law Firm. Under the Loan Agreement (§ 2.3), the Note has a maturity date of October 26, 2024. A true and correct copy of the Loan Agreement is attached hereto as Exhibit “B” and is incorporated herein by reference for all purposes as if set forth herein verbatim.

3.08 As before, Plaintiff maintained a security interest in and to Defendant Law Firm’s accounts and general intangibles (including payment intangibles) and any other property constituting case proceeds (as defined in the Loan Agreement). On or about October 31, 2016, Plaintiff recorded another UCC-1 Financing Statement with the Office of the Secretary of State of Missouri.

3.09 Again, to induce Plaintiff to extend credit and to secure payment of the Note, Defendant Ramsdell, in his individual capacity, unconditionally and irrevocably guaranteed payment of the Loan as that term is defined in the Loan Agreement. Defendant Ramsdell’s assent to the guarantee is evidenced and expressed by his execution of the Loan Agreement as Guarantor. The Loan Agreement (Section 9) sets forth the various terms of the guarantee.

3.10 Under the express terms of the Loan Agreement, Defendant Law Firm agreed to make certain payments to Plaintiff if Law Firm received “Case Proceeds” (as defined in the Loan Agreement) from any of the ~~the~~ “Eligible Cases” identified in Schedule 1.1 of the Loan Agreement. Specifically, Defendant Law Firm agreed to pay Plaintiff, within 45 days of receiving any such Case Proceeds, an amount equal to at least 60% of the Case Proceeds.

3.11 Throughout 2017 and 2018, Defendant Law Firm received Case Proceeds from at least five of the Eligible Cases. Under the express terms of the Loan Agreement, Defendant Law Firm was required to pay Plaintiff a minimum of 60% of the Case Proceeds from each of the five Eligible Cases. However, in derogation of its duties and obligations under the Loan Agreement, Defendant Law Firm failed and refused to account for or make any payments whatsoever to Plaintiff.

In further violation of the Loan Agreement, Defendant Law Firm failed to notify Plaintiff on the occasions when it received Case Proceeds.

3.12 In light of Defendant Law Firm's defaults, Plaintiff made demand of said Defendant to cure its defaults, to no avail. Under the express terms of the Loan Agreement, Plaintiff accelerated the maturity of the Note and made demand of Defendants to pay the Note in full. As of the date of filing, Defendants have failed and refused to pay the Note in full.

3.13 As of the date of filing, the principal amount of \$1,444,630.14, plus accrued interest, remains due and owing on the Note. As of July 24, 2018, interest in the amount of \$553,788.08 had accrued on the unpaid principal balance and has not been paid, and interest continues to accrue on the unpaid principal balance from and after such date at the contract rate set forth in the Loan Agreement.

3.14 On or about July 31, 2018, Plaintiff's attorneys sent a demand letter to Defendants by email and certified mail, return receipt requested. In the letter, demand was made of Defendants to pay the delinquent amounts within ten (10) days. As of the filing date, Defendants have failed and refused, and continue to fail and refuse, to pay the amounts which are due and owing to Plaintiff.

IV.

BREACH OF CONTRACT - RAMSDELL LAW FIRM, LLC

Plaintiff would show that contracts were formed by and between Plaintiff and Defendants; that Defendants have breached such contracts; that Defendants' breach of contract has damaged Plaintiff in the principal amount of \$1,444,630.14, plus accrued interest; and that all conditions precedent for recovery for breach of contract have been satisfied.

V.

CONVERSION

In the alternative and without waiving the foregoing and fully insisting on same, Plaintiff would show that, with respect to the Case Proceeds which Defendants were legally and contractually obligated to pay to Plaintiff but failed to do so, Plaintiff owned such Case Proceeds; Defendants unlawfully and without authorization assumed and exercised control over such Case Proceeds to the exclusion of, or inconsistent with, Plaintiff's rights as owner of such Case Proceeds; Plaintiff demanded return of such Case Proceeds; and Defendants refused to return such Case Proceeds to Plaintiff. Plaintiff would show that Defendants' acts and omission constitute common law conversion for which Plaintiff now sues. Plaintiff would show that Defendants' conversion has damaged Plaintiff in an amount equal to the value of the converted funds on the date of the conversion.

VI.

UNJUST ENRICHMENT

In the alternative and without waiving the foregoing and fully insisting on same, Plaintiff would show that, with respect to the Case Proceeds which Defendants were legally and contractually obligated to pay to Plaintiff but failed to do so, Defendants wrongfully secured a benefit or passively received a benefit which would be unconscionable to retain. Equity demands that Defendants, who received the benefit of those Case Proceeds which should have been paid over to Plaintiff pursuant to contract, should make immediate restitution for those benefits. Defendants would be unjustly enriched if they are permitted to retain the Case Proceeds which should have been paid over to Plaintiff pursuant to contract. The amount of Defendants' unjust enrichment will be determined by the trier of fact.

VII.

FORECLOSURE OF LIEN

Plaintiff would show (a) that Defendant Law Firm granted Plaintiff a security interest in its Accounts and General Intangibles arising out of any Eligible Case and any other property constituting Case Proceeds; (b) that Defendants have defaulted under the terms of the Security Agreement that is attached hereto as Exhibit "C"; and (c) that, by virtue of Defendants' default, Plaintiff is entitled to foreclose its security interest in Defendant Law Firm's Accounts and General Intangibles.

VIII.

INTEREST

Plaintiff would show that it is entitled to recover prejudgment and post-judgment interest at the maximum rates allowed by law.

IX.

ATTORNEYS' FEES

Plaintiff, more than thirty (30) days prior to the trial of this action, made written demand of Defendants to pay the sums which are due and owing; however, Defendants have failed and refused, and continue to fail and refuse, to pay the sums demanded by Plaintiff. As a result of Defendants' refusal to pay the amounts which are due and owing to Plaintiff, Plaintiff has been forced to employ the undersigned attorneys to file this lawsuit, and Plaintiff is entitled to reasonable and necessary attorneys' fees associated with legal services rendered in the prosecution and collection thereof. Recovery of reasonable and necessary attorneys' fees is authorized under the terms of the Loan Agreement attached hereto as Exhibit "B" and/or the provisions of Chapter 38 of the Texas Civil Practice and Remedies Code.

WHEREFORE, PREMISES CONSIDERED, Plaintiff SERIES 5 - VIRAGE MASTER LP prays that Defendants RAMSDELL LAW FIRM, LLC and DANIEL T. RAMSDELL be cited to appear and answer herein, and that upon final hearing, Plaintiff have Judgment of, from and against said Defendants, jointly and severally, for the following:

1. for damages in the principal amount of \$1,444,630.14;
2. for lawful prejudgment interest;
3. for reasonable and necessary attorneys' fees;
4. for costs of court herein expended;
5. for lawful post-judgment interest on the unpaid principal balance;
6. for lawful post-judgment interest on court costs and attorneys' fees at the statutory judgment rate;
7. for foreclosure of its security interest in and to all of the subject collateral; and
8. for such other and further relief, general and special, at law or equity, to which Plaintiff may be entitled.

Respectfully submitted,

WELLS & CUELLAR, P.C.

/s/ James E. Cuellar

State Bar No. 05202345

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D. Brent Wells

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**B. REQUESTS PURSUANT TO RULES 194,
196, 197, AND 198, TEX. R. CIV. P.**

COMES NOW, SERIES 5 - VIRAGE MASTER LP, hereinafter referred to as “Plaintiff,” pursuant to Rules 194, 196, 197, and 198, TEX. R. CIV. P., demanding the following of EACH Defendant served herewith:

I.

Pursuant to Rule 193.1, Tex. R. Civ. P., a party must respond to written discovery in writing within the time provided by court order or the Texas Rules of Civil Procedure. When responding to written discovery, a party must make a complete response, based on all information reasonably available to the responding party or its attorney at the time the response is made. The responding party’s answers and other responses must be preceded by the request to which they apply.

II.

REQUEST FOR DISCLOSURE

Pursuant to Rule 194, Tex. R. Civ. P., you are requested to disclose, within fifty (50) days after service of this request, the information or material described in Rule 194.2(a), (b), (c), (d), (e), (f), (g), (h), (i), and (l), Tex. R. Civ. P. Such Rule requires the disclosure of the following:

- (a) the correct names of the parties to the lawsuit;
- (b) the name, address, and telephone number of any potential parties;
- (c) the legal theories and, in general, the factual bases of the responding party’s claims or defenses (the responding party need not marshal all evidence that may be offered at trial);
- (d) the amount and any method of calculating economic damages;
- (e) the name, address, and telephone number of persons having knowledge of relevant facts, and a brief statement of each identified person’s connection with the case;

- (f) for any testifying expert:
- (1) the expert's name, address, and telephone number;
 - (2) the subject matter on which the expert will testify;
 - (3) the general substance of the expert's mental impressions and opinions and a brief summary of the basis for them, or if the expert is not retained by, employed by, or otherwise subject to the control of the responding party, documents reflecting such information;
 - (4) if the expert is retained by, employed by, or otherwise subject to the control of the responding party:
 - (A) all documents, tangible things, reports, models, or data compilation that have been provided to, reviewed by, or prepared by or for the expert in anticipation of the expert's testimony; and
 - (B) the expert's current resume and bibliography;
- (g) any discoverable indemnity and insuring agreements;
- (h) any discoverable settlement agreements;
- (i) any discoverable witness statements; and
- (l) the name, address, and telephone number of any person who may be designated as a responsible third-party.

III.

Pursuant to Rule 196, Tex. R. Civ. P., you are requested to respond to the Requests for Production which follow within fifty (50) days after service hereof. Plaintiff specifies 10:00 o'clock a.m. on the Monday next following the expiration of fifty (50) days from the date of your receipt hereof to be a reasonable time for the document production. Plaintiff hereby specifies the offices of Wells & Cuellar, P.C., 440 Louisiana, Suite 718, Houston, Texas 77002, to be a reasonable place for the document production.

IV.

Pursuant to Rule 197, Tex. R. Civ. P., you are requested to respond to the Interrogatories which follow within fifty (50) days after service hereof. A responding party must sign the answers under oath except that: (1) when answers are based on information obtained from other persons, the party may so state, and (2) a party need not sign answers to Interrogatories about persons with knowledge of relevant facts, trial witnesses, and legal contentions.

V.

Pursuant to Rule 198, Tex. R. Civ. P., you are requested to respond to the Requests for Admissions which follow within fifty (50) days after service hereof. If a response is not timely served, the request is considered admitted without the necessity of a court order.

VI.

Pursuant to Rule 193.5, Tex. R. Civ. P., you are under an affirmative duty to amend or supplement your response to any written discovery reasonably promptly upon learning that your previous response to such written discovery was incomplete or incorrect when made, or, although complete and correct when made, is no longer complete and correct (1) to the extent that the written discovery sought the identification of persons with knowledge of relevant facts, trial witnesses, or expert witnesses, and (2) to the extent that the written discovery sought other information, unless the additional or corrective information has been made known to the other parties in writing, on the record at a deposition, or through other discovery responses.

VII.

Pursuant to Rule 215, Tex. R. Civ. P., if you fail to comply with proper discovery requests, the Court may make such orders in regard to the failure as are just, including among others, an order rendering a default judgment against you in amounts as demanded and prayed for by

Plaintiff, or an order requiring you or your attorney, or both, to pay reasonable expenses, including attorneys' fees, caused by the failure.

VIII.

The singular shall include the plural, and the plural the singular, whenever the effect of doing so is to increase the information responsive to these requests.

IX.

“Or” is intended to mean and/or.

X.

DEFINITIONS

A. “Document” and/or “documents” is intended to mean all written, recorded, or graphic matter within the scope of Rule 192.3(b), TEX. R. CIV. P., including but not limited to papers, books, accounts, drawings, graphs, charts, photographs, electronic or videotape recordings, e-mails, text messages, data, data compilations, records, letters, tangible things, correspondence, communications, telegrams, cables, telex messages, memoranda, notes, notations, workpapers, transcripts, minutes, reports and recordings of telephone or other conversations, or of interviews, or of conferences, or of other meetings, affidavits, statements, summaries, opinions, studies, analyses, evaluations, contracts, agreements, jottings, agenda, bulletins, notices, announcements, advertisements, instructions, manuals, brochures, publications, schedules, price lists, client lists, journals, statistical records, desk calendars, appointment books, diaries, lists, tabulations, programs, data processing input and output, microfilm, books of account, records and invoices reflecting business operations, all records kept by electronic, photographic, or mechanical means, any notes or drafts relating to the foregoing, and all things similar to any of the foregoing, however denominated.

B. “Identify” is intended to have the following meanings:

(1) when used in reference to a natural person, it means to state the person’s full name, business affiliation, title, and the person’s telephone number, residence address, and business address; and

(2) when used in reference to an entity other than a natural person, it means to state its full name, form of organization, address of its principal office, and each of its present business addresses and telephone numbers.

C. “Plaintiff” means SERIES 5 - VIRAGE MASTER LP, its parent, general partner, subsidiaries, affiliates, divisions, predecessors, successors, and the officers, directors, employers, employees, principals, and agents of the same, as well as all other persons acting or purporting to act on behalf of SERIES 5 - VIRAGE MASTER LP.

D. “You” and/or “your” means the particular Defendant served herewith.

INTERROGATORY NO. 1:

State the full name, business address, and business telephone number of each person who supplied information for inclusion in the answers and responses to these discovery requests.

ANSWER:

REQUEST FOR ADMISSION NO. 1:

Admit that a duly authorized officer of Ramsdell Law Firm, LLC signed the Note that is attached hereto as Exhibit "A."

REQUEST FOR PRODUCTION NO. 1:

Produce for photocopying and/or inspection Your copy(ies) of the Note that is attached hereto as Exhibit "A."

REQUEST FOR ADMISSION NO. 2:

Admit that a duly authorized officer of Ramsdell Law Firm, LLC signed the Amended and Restated Loan Agreement that is attached hereto as Exhibit "B."

REQUEST FOR ADMISSION NO. 3:

Admit that Daniel T. Ramsdell signed the Amended and Restated Loan Agreement that is attached hereto as Exhibit "B."

REQUEST FOR PRODUCTION NO. 2:

Produce for photocopying and/or inspection Your copy(ies) of the Amended and Restated Loan Agreement that is attached hereto as Exhibit "B."

REQUEST FOR ADMISSION NO. 4:

Admit that a duly authorized officer of Ramsdell Law Firm, LLC signed the Security Agreement that is attached hereto as Exhibit "C."

REQUEST FOR PRODUCTION NO. 3:

Produce for photocopying and/or inspection Your copy(ies) of the Security Agreement that is attached hereto as Exhibit "C."

REQUEST FOR ADMISSION NO. 5:

Admit that, on or about May 24, 2016, Ramsdell Law Firm, LLC received the sum of \$975,000 from Plaintiff.

REQUEST FOR ADMISSION NO. 6:

Admit that, on or about October 26, 2016, Ramsdell Law Firm, LLC received the sum of \$341,250.00 from Plaintiff.

INTERROGATORY NO. 2:

If You failed to respond “ADMIT” to both Requests for Admission Nos. 5 and 6, state the total amount (in dollars and cents) that Ramsdell Law Firm, LLC received from Plaintiff.

ANSWER:

REQUEST FOR ADMISSION NO. 7:

Admit that, excluding any fees that were deducted from any loan proceeds, Ramsdell Law Firm, LLC has never paid any money to Plaintiff.

REQUEST FOR ADMISSION NO. 8:

Admit that, excluding any fees that were deducted from any loan proceeds, Daniel T. Ramsdell has never paid any money to Plaintiff.

REQUEST FOR ADMISSION NO. 9:

Admit that, under § 2.4(b) of the Amended and Restated Loan Agreement that is attached hereto as Exhibit “B,” Ramsdell Law Firm, LLC was required to pay Plaintiff an amount equal to sixty percent (60%) of the Case Proceeds (as that term is defined in said Loan Agreement) received from an Eligible Case (as identified in said Loan Agreement) within forty-five days after receipt of said Case Proceeds.

REQUEST FOR ADMISSION NO. 10:

Admit that Ramsdell Law Firm, LLC received Case Proceeds (as that term is defined in said Loan Agreement) from the Lisa Sarwacinski case (as identified in Schedule 1.1 of the Amended and Restated Loan Agreement that is attached hereto as Exhibit “B”).

REQUEST FOR ADMISSION NO. 11:

Admit that Ramsdell Law Firm, LLC failed to pay Plaintiff any of the Case Proceeds (as that term is defined in said Loan Agreement) it received from the Lisa Sarwacinski case (as identified in Schedule 1.1 of the Amended and Restated Loan Agreement that is attached hereto as Exhibit “B”).

REQUEST FOR ADMISSION NO. 12:

Admit that Ramsdell Law Firm, LLC received Case Proceeds (as that term is defined in said Loan Agreement) from the Stanley Roberts case (as identified in Schedule 1.1 of the Amended and Restated Loan Agreement that is attached hereto as Exhibit “B”).

REQUEST FOR ADMISSION NO. 13:

Admit that Ramsdell Law Firm, LLC failed to pay Plaintiff any of the Case Proceeds (as that term is defined in said Loan Agreement) it received from the Stanley Roberts case (as identified in Schedule 1.1 of the Amended and Restated Loan Agreement that is attached hereto as Exhibit “B”).

REQUEST FOR ADMISSION NO. 14:

Admit that Ramsdell Law Firm, LLC received Case Proceeds (as that term is defined in said Loan Agreement) from the Candi Mars case (as identified in Schedule 1.1 of the Amended and Restated Loan Agreement that is attached hereto as Exhibit “B”).

REQUEST FOR ADMISSION NO. 15:

Admit that Ramsdell Law Firm, LLC failed to pay Plaintiff any of the Case Proceeds (as that term is defined in said Loan Agreement) it received from the Candi Mars case (as identified

in Schedule 1.1 of the Amended and Restated Loan Agreement that is attached hereto as Exhibit “B”).

REQUEST FOR ADMISSION NO. 16:

Admit that Ramsdell Law Firm, LLC received Case Proceeds (as that term is defined in said Loan Agreement) from the Maldonado case (as identified in Schedule 1.1 of the Amended and Restated Loan Agreement that is attached hereto as Exhibit “B”).

REQUEST FOR ADMISSION NO. 17:

Admit that Ramsdell Law Firm, LLC failed to pay Plaintiff any of the Case Proceeds (as that term is defined in said Loan Agreement) it received from the Maldonado case (as identified in Schedule 1.1 of the Amended and Restated Loan Agreement that is attached hereto as Exhibit “B”).

REQUEST FOR ADMISSION NO. 18:

Admit that Ramsdell Law Firm, LLC received Case Proceeds (as that term is defined in said Loan Agreement) from the Becki Stone case (as identified in Schedule 1.1 of the Amended and Restated Loan Agreement that is attached hereto as Exhibit “B”).

REQUEST FOR ADMISSION NO. 19:

Admit that Ramsdell Law Firm, LLC failed to pay Plaintiff any of the Case Proceeds (as that term is defined in said Loan Agreement) it received from the Becki Stone case (as identified in Schedule 1.1 of the Amended and Restated Loan Agreement that is attached hereto as Exhibit “B”).

REQUEST FOR ADMISSION NO. 20:

Admit that the principal amount of \$1,444,630.14 is due and owing on the Note that is attached hereto as Exhibit “A.”

REQUEST FOR ADMISSION NO. 21:

Admit that, as of July 24, 2018, interest in the amount of \$553,788.08 had accrued on the unpaid principal balance and has not been paid, and interest continues to accrue on the unpaid principal balance from and after such date at the contract rate of 22.00% per annum.

REQUEST FOR ADMISSION NO. 22:

Admit that, under the express terms of the Amended and Restated Loan Agreement that is attached hereto as Exhibit “B,” Ramsdell Law Firm, LLC was required to notify Plaintiff once it received any Case Proceeds (as defined in said Loan Agreement) from any of the Eligible Cases (as identified in said Loan Agreement).

REQUEST FOR ADMISSION NO. 23:

Admit that Ramsdell Law Firm, LLC failed to notify Plaintiff when it received Case Proceeds (as defined in said Loan Agreement) from one or more of the Eligible Cases (as identified in said Loan Agreement).

REQUEST FOR ADMISSION NO. 24:

Admit that Daniel T. Ramsdell, in his individual capacity, unconditionally and irrevocably guaranteed the payment of the Loan (as that term is defined in the Amended and Restated Loan Agreement that is attached hereto as Exhibit “B”).

REQUEST FOR ADMISSION NO. 25:

Admit that Ramsdell Law Firm, LLC does not have any legal justification for failing to pay Plaintiff any of the Case Proceeds (as that term is defined in said Loan Agreement) it received from any of the Eligible Cases that are listed in Schedule 1.1 of the Amended and Restated Loan Agreement that is attached hereto as Exhibit “B.”

INTERROGATORY NO. 3:

If Your response to Request for Admission No. 25 is anything other than an unqualified “admit,” state each and every justification for Ramsdell Law Firm, LLC’s failure to pay any Case Proceeds (as that term is defined in said Loan Agreement) to Plaintiff.

ANSWER:

REQUEST FOR PRODUCTION NO. 4:

With respect to each justification You alleged in Your answer to Interrogatory No. 3, produce for photocopying and/or inspection each and every document in Your possession, custody or control which substantiates the alleged justification.

INTERROGATORY NO. 4:

Specify with particularity each and every justification or excuse which You intend to rely upon as a defense in this lawsuit in connection with the allegations contained in Plaintiff's Original Petition.

ANSWER:

REQUEST FOR ADMISSION NO. 26:

Admit that, more than thirty (30) days prior to the date this lawsuit was served on You, Plaintiff, by and through its attorneys, made written demand of You to pay the indebtedness which is the subject of this lawsuit.

REQUEST FOR ADMISSION NO. 27:

Admit that You are fully liable for all amounts sued upon in the foregoing Plaintiff's

Original Petition.

Respectfully submitted,

WELLS & CUELLAR, P.C.

/s/ James E. Cuellar

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